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EVIDENCE—PRIVILEGED COMMUNICATIONS—*HENDERSHOTT V. W. U. TEL. CO.*, 76 N. W. (Ia.) 828.—A veterinary surgeon, who had attended plaintiff's horse, was asked what plaintiff said as to the doctor's visiting the horse, and the report that had been received from the keeper as to the condition of the horse. Plaintiff objected to the questions, and his objection was sustained on the ground that it was a disclosure of professional communications, contrary to Code of 1873, Sec. 3643. *Held*, error: The privilege does not extend to veterinary surgeons called to treat animals.

INNKEEPERS—LIENS—GOODS OF THIRD PERSON—CONSTITUTIONAL LAW—*MCCLAINE V. WILLIAMS*, 76 N. W. 930 (So. Dak.).—Where the statute, Laws, 1893, c. 102, provides that innkeepers shall be liable for all losses or injuries to personal property placed by guests in their care, and shall have a lien thereon for their charges; that baggage and other property "belonging" to any person who absconds, after obtaining board without paying his bill, may be disposed of by the innkeeper after thirty days. Court *held*, that the common law rule was thereby changed, so as to deprive an innkeeper of his lien on goods of a third person brought to the inn by a guest and left there. Court also *held*, that a statute creating a lien on the goods of a third person under such circumstances would be in violation of the Constitution, which prohibits the taking of property from any person against his consent, express or implied, except by due process of law.

INSURANCE—CONSTRUCTION OF POLICY—DEATH FROM POISON—*MCGLOTHER V. PROVIDENT MUTUAL ACC. CO. OF PHILADELPHIA*, 89 Fed. 685.—An accident insurance policy excepted from the risk "death from poison." *Held*, that the exception covered poison taken under the supposition that it was harmless medicine. Thayer, Circuit Judge, dissenting, on the ground that the exception covered only deaths accidentally resulting from a knowing taking of poison.

INSURANCE—MORTGAGEE CLAUSE—CONSTRUCTION OF CONDITIONS—*QUEEN INSURANCE CO. V. DEARBORN SAVINGS, LOAN AND BUILDING ASSOCIATION*, 51 N. E. Rep. 717. (Ill.).—An insurance policy contained a clause limiting the time within which proof of loss must be made and action brought. *Held*, that these provisions applied only to the insured and not to the mortgagee, when there was a mortgagee clause attached providing that "if, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee,
* * * the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached or appended thereto.

LIBEL—SUFFICIENCY OF PUBLICATION—*OWEN V. OGILVIE PUB. CO.*, 53 N. Y. Sup. 1033.—A general manager of a corporation dictated a libelous letter to a stenographer in the employ of the corporation. The letter was then copied and mailed. *Held*, such did not constitute a "publication." The dictating, copying and mailing constituted but one act and by but one person, the corporation.

MUNICIPAL CORPORATIONS—USE OF STREETS—WHEEL TAX—DOUBLE TAXATION—UNIFORMITY—*CITY OF CHICAGO V. COLLINS*, 51 N. E. Rep. (Ill.) 907.—An ordinance of the city of Chicago provided that all vehicles used upon the streets of the city, including those for private use, for pleasure, etc., should pay an annual license fee. The ordinance covered bicycles and all other

wheeled vehicles propelled by horse power or by the rider. *Held*, such an ordinance was void as constituting double taxation, it appearing that the plaintiffs paid an *ad valorem* tax also. Such a license also constituted a tax that was unequal and not uniform.

MASTER AND SERVANT—VICE PRINCIPAL—SCAFFOLDING—F. C. AUSTIN MFG. Co. v. JOHNSON, 89 Fed. 677.—A company engaged in the construction of bridges sent a man to superintend the placing in position of a bridge. He employed workmen and had entire charge of the work, and was without instructions from his employers. He directed the construction of a scaffolding to furnish a place for the men to work upon and to support part of the bridge during construction. This scaffolding gave way and a workman was injured. *Held*, that the company was liable, the man directing the work being a vice principal and the company being obliged to furnish safe scaffolding, Sanborn, Circuit Judge, dissenting, on the ground that the master is not liable to the servant when he employs him to construct a building, and the servant has to construct false work—a scaffolding or staging—to enable him to accomplish his undertaking. In such cases the duty of care in construction of the false work is on the servant also on the ground that as a matter of fact the agent in control was not a vice principal.

PERSONS—DIVORCE—SUPPORT PENDING ACTION—BAILIE v. BAILIE, 53 N. Y. SUP. 866.—In an action by a husband for a divorce, the wife defended against the accusation of adultery, by asserting the validity of a foreign divorce, and her subsequent marriage under such decree. *Held*, such defense was not sufficient to relieve the husband of the liability for his alleged wife's counsel fees.

STATUTE OF FRAUDS—DEEDS FROM CLIENT TO ATTORNEY—HAWKINS v. DUNMORE, 54 N. Y. SUP. 165.—In an action to enforce an alleged parol agreement to reconvey property it appeared that the plaintiff had transferred the property to her attorney by a deed absolute on its face and for an expressed consideration. Said transfer was made that certain claims might be enforced against a third party in the name of her attorney, rather than in her name and with the oral agreement that upon the settlement of those claims he would reconvey the property to the plaintiff. *Held*, that because of the fiduciary relations between the parties, the defense of the statute of frauds would not be allowed. *Ryan v. Dox*, 34 N. Y. 307; *Wheeler v. Reynolds*, 66 N. Y. 227, 234.

TRUSTS—INSTRUCTIONS TO TRUSTEES—ARTICLES OF SEPARATION—CRAWFORD v. WINSTON, 54 N. Y. SUP. 246.—A husband and wife drew up articles of separation and appointed trustees of a settlement for the maintenance of their child until her marriage or majority, the money to be paid over to the wife. A divorce was afterwards granted, and the husband notified the trustees not to pay over any more money. The trustee under the circumstances asked the aid and instruction of the court as to what disposition should be made of the money in his hands. *Held*, that as the trust had not by its terms come to an end, a trust fund still remaining in the hands of the trustee for distribution, and as no accounting by the trustee had been asked for, no question had been presented requiring the action of the court. Van Brunt, T. J., concurred, but objected to the main opinions as written in that they did the very thing which the court held they had no right to do, namely, gave advice to a trustee as to the execution of his trust.